

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN EDNA INDEPENDENT SCHOOL DISTRICT AND NEW HICKORY
SOLAR LLC
(Comptroller Application No. 1460)

This **AMENDMENT NO. 1 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “**AMENDMENT NO. 1**”) is entered into by and between **EDNA INDEPENDENT SCHOOL DISTRICT** (the “**District**”), a lawfully created independent school district of the State of Texas operating under and subject to the Texas Education Code, and **NEW HICKORY SOLAR LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32072700241 (“**Applicant**”). The Applicant and the District may hereafter be referred together as the “**Parties**” and individually as a “**Party**.” Undefined capitalized terms herein shall have the meaning given to them in the Agreement (as defined below).

WHEREAS, on or about June 15, 2020, pursuant to Chapter 313 of the Texas Tax Code, after conducting a public hearing on the matter, the District made factual findings (the “**Findings of Fact**”), and passed, approved, and executed that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated March 21, 2022, by and between the District and Applicant (the “**Original Agreement**”); and

WHEREAS, on May 1, 2025, pursuant to Section 10.2 of the Agreement, the Applicant requested to update Applicant contact information and district consultant; modify the Limitation start year to 01/01/2026; update the commencement of construction to Q4 2022; update the start of commercial operations to Q1 2026; update the taxing authority tax rates; update jobs from 2 to 1, and, updated schedules A1 – C; and

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the Amended Application and the request for this **AMENDMENT NO. 1**, and the Comptroller issued its notice of completeness, issued its amended certification of the Amended Application, and approved the form of this **AMENDMENT NO. 1** on October 13, 2025; and

WHEREAS, on October 20, 2025, the Board of Trustees determined that this **AMENDMENT NO. 1** is in the best interest of the District and the State of Texas and is consistent with and authorized by Chapter 313 of the Texas Tax Code, and hereby approves this **AMENDMENT NO. 1** and authorizes the Board President and Secretary or in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized the Board Vice President, to execute and deliver such Agreement to the Applicant.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual benefits to be derived by the Parties and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, and in compliance with Section 10.2 of the Agreement, the undersigned Parties agree to amend the Agreement as follows:

1. **Amendments.** The Agreement is hereby amended as follows:

A. Section 2.3. TERM OF THE AGREEMENT.

The Tax Limitation Period for this Agreement:

- i. Starts on January 1, 2026, the first complete Tax Year that begins after the date of the commencement of Commercial Operations; and
- ii. Ends on December 31, 2035.
- iii. The Final Termination Date for this Agreement is December 31, 2040.

Section 4.10. PAYMENT LIMITATION; OPTIONAL TERMINATION. In the event the Applicant determines that it will not commence or complete construction of the Applicant's Qualified Investment, the Applicant shall have the option, prior to the beginning of the Tax Limitation Period, to terminate this Agreement by notifying the District in writing of its exercise of such option.

In the event that the Applicant's elects to terminate the Agreement or the agreement is terminated for any other reason, then any and all Supplemental Payments remaining to be paid in accordance with the schedule set forth in Section 6.1 are still payable to the District on or before the due dates set forth in the schedule.

B. Section 6.1. SUPPLEMENTAL PAYMENTS.

In addition to the supplemental payments previously made for 2023 and 2024, Applicant shall pay to the District the Supplemental Payments set forth on the following schedule on the payment due dates shown on the following schedule.

TAX YEAR	PAYMENT DUE DATE	AMOUNT OF ANNUAL PAYMENT LIMIT
2025	January 31, 2026	\$142,200
2026	January 31, 2027	\$142,200
2027	January 31, 2028	\$142,200
2028	January 31, 2029	\$142,200
2029	January 31, 2030	\$142,200
2030	January 31, 2031	\$142,200
2031	January 31, 2032	\$142,200
2032	January 31, 2033	\$142,200
2033	January 31, 2034	\$142,200

C. **Section 10.1** of the Agreement will be updated as follows:

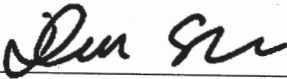
To the Applicant:

Name: Daniel Shlomi
Title: Authorized Representative
Organization: NEW HICKORY SOLAR LLC
Mailing: 280 Park Avenue, Fl 27E
New York, NY 10017
Phone: 212-634-3130
Email: dshlomi@crayhill.com

2. **Effect.** Except as modified and amended by the terms of this AMENDMENT NO. 1, all of the terms, conditions, provisions and covenants of the Findings of Fact and Agreement are ratified and shall remain in full force and effect, and the Agreement and this AMENDMENT NO. 1 shall be deemed to constitute a single instrument or document and the Findings of Fact and this AMENDMENT NO. 1 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this AMENDMENT NO. 1 and the Agreement or this AMENDMENT NO. 1 and the Findings of Fact; the terms of this AMENDMENT NO. 1 shall prevail. A copy of this AMENDMENT NO. 1 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this AMENDMENT NO. 1 shall be recorded with the official Minutes of the meeting at which it has been approved on October 20, 2025.
3. **Binding on Successors and Assigns.** The Agreement, as amended by this AMENDMENT NO. 1, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.
4. **Counterparts.** This AMENDMENT NO. 1 may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the District and Applicant have caused this AMENDMENT NO. 1 to be executed and delivered by their duly authorized representatives on this 20th day of October 2025.

NEW HICKORY SOLAR LLC

By: 
DANIEL SHLOMI
AUTHORIZED REPRESENTATIVE

EDNA INDEPENDENT SCHOOL DISTRICT

By: 
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: 
SECRETARY, BOARD OF TRUSTEES

OR IN THE EVENT OF A CONFLICT OF INTEREST

By: _____
VICE PRESIDENT, BOARD OF TRUSTEES